IN THE HIGH COURT OF DELHI AT NEW DELHI

\+ **IA No.12135/2007 & CS (OS) No.1564/2006**

% Judgment delivered on: 24.10.2007

SKYPE LIMITED .... Plaintiff

versus

MR VIKRAMADITYA JAIN & OTHERS .... Defendants

Advocates who appeared in this case:-
For the Plaintiff : Mr Ankush
For the Defendant No.1 : Mr Mukul Baveja

CORAM:-

HON'BLE MR JUSTICE BADAR DURREZ AHMED

1. Whether the Reporters of local papers may be allowed to see the judgment ?

2. To be referred to the Reporter or not ?

3. Whether the judgment should be reported in the Digest ?

BADAR DURREZ AHMED, J (ORAL)

1. This is an application under Order 23 Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 filed jointly by the plaintiff and the defendant No.1 for recording the compromise and decreeing the suit in terms thereof. The defendant No.2 is the ".in" Registry and is managed and maintained by the National Internet Exchange of India (NIXI). The defendant No.3 is the Sponsoring Registrant, who has registered the domain name "SKYPE.in" on behalf

of the defendant No.1. The suit was filed by the plaintiff (Skype Limited) aggrieved by the registration of the domain name "SKYPE.in" by the defendant No.2 in its favour.

2. Now, the matter has been compromised and settled between the parties. The defendant No.1 has acknowledged the prior usage rights of the plaintiff in the trademark "SKYPE". The defendant No.1 has also acknowledged that the plaintiff is the rights-holder in the trademark "SKYPE". The defendant No.1 has undertaken that it shall not at any time in future use the word "SKYPE" and/ or any deceptive variant thereof either as a domain name or in any other manner including as a suffix or prefix. The defendant No.1 has also undertaken to surrender the domain name "SKYPE.in" in favour of the plaintiff within seven days of this order. For this purpose the defendant No.1 has agreed and undertaken to take all steps to surrender the domain name in favour of the plaintiff or its nominee without any charge whatsoever to the plaintiff. The parties have also agreed and undertaken that the terms of the present compromise would be kept confidential world wide unless the same are required to be disclosed pursuant to any statutory requirements or in the event that the terms of the present compromise

need to be enforced. The other terms of the compromise and settlement are set out in the application itself which has been signed by Mr Vishal Ahuja as the constituted attorney of the plaintiff and by the defendant No.1 (Mr Vikramaditya Jain). The application is also signed by the respective counsel for the parties and is also supported by affidavits of said Mr Vishal Ahuja and Mr Vikramaditya Jain. As indicated above, the defendant Nos. 2 and 3 have no active role to play in the present dispute inasmuch as they are the registering authority and the sponsoring registrant respectively and they shall merely carry out the directions that may be passed by this Court. No specific relief is sought against the defendant Nos. 2 and 3.

3. In these circumstances, after having gone through the terms of the compromise and having heard the counsel for the parties, I find that the settlement arrived at between the parties is a lawful one. That being the case, the compromise / settlement is taken on record. The suit is decreed in terms of compromise and the decree shall be in terms of prayers A and B contained in paragraph 19 of the plaint. This application shall be marked as Ext. C-1 and shall form part of the decree. The defendant Nos.

2 and 3 are directed to carry out the transfer of the domain name "SKYPE.in" of the defendant No.1 to the plaintiff or its nominee.

This application, the suit and all other pending applications stand disposed of. The formal decree be drawn up. Dasti.

BADAR DURREZ AHMED
(JUDGE)

October 24, 2007
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